it negligence per se to allow overcrowding. Pennsylvania requires toward one necessarily on the platform only such care as toward any other passenger. *Pildish* v. *Ry.*, 61 Pa. Super. Ct. 195. In this case the theory of the *Camden* case, supra, was followed, it being held that one remaining on the platform when he might have had standing room inside assumes all the risks of his position. But this is contrary to the weight of authority.

CONSTITUTIONAL LAW—INTERSTATE COMMERCE AND POLICE POWER.—The Federal Supreme Court on January 22, 1917, rendered decisions in three cases, appealed from the district courts of Michigan, South Dakota and Ohio, wherein the so called "Blue Sky" laws were upheld as constitutional These laws get their popular name from the fact that they were made to regulate those promoters whose promises were "as limitless as the blue sky." Briefly stated, it was held that reasonable restrictions upon the operations of those engaged in the sale of "securities" was not a violation of the interstate commerce clause but was a justifiable exercise of the police power of the state. *Merrick* v. *Halsey & Co.,* (Michigan), 37 Sup. Ct. 227; *Caldwell* v. *Sioux Falls Stock Yards Co.,* (South Dakota), 37 Sup. Ct. 224, and *Hall* v. *Geiger-Jones Company,* (Ohio), 37 Sup. Ct. 217.

A full discussion of these cases appears on pages 369-385 of this issue.

CONSTITUTIONAL LAW—RELIGIOUS LIBERTY.—A statute of Alabama made it a misdemeanor for any person to treat or offer to treat diseases of human beings by any system of treatment whatsoever without a license. CODE, §7564. An ordinance of the city of Birmingham made all misdemeanors against the laws of the State also offences against the city. Defendant, who was not a licensed physician, employed prayer in treating a patient for various diseases, but also examined and massaged the affected parts. He contended that he was exercising his religion as embraced in the teachings of the Altrurian Church, and that the ordinance denied religious liberty in violation of the Constitutions of the United States and the State of Alabama. *Held,* that the ordinance was constitutional and also that the defendant practiced medicine without a license within the meaning of the ordinance. *Fealey* v. *City of Birmingham,* (Ala. 1916) 73 So. 296.

It is well settled that the regulation of the practice of medicine is a valid exercise of the police power. *State* v. *McAninch,* 172 Ia. 96, 154 N. W. 399; *People v. Tom J. Chong,* 28 Cal. App. 121, 151 Pac. 553; *In re Ambler,* 11 Okl. Cr. 449, 148 Pac. 1061; *McNaughton* v. *Johnson,* 37 Sup. Ct. 178. The principal case did not decide that prayers alone without recourse to material or human agencies would constitute practicing medicine under the statute, since the defendant did not limit his operations to mere prayers. This question was decided in the case of *People* v. *Cole,* (N. Y. 1916) 113 N. E. 790. In that case the defendant was indicted for practicing medicine without registration. At the trial he proved that he was a member of the Christian Science Church and that he gave a "treatment" by interposing with God that the disease might be cured, it being a tenet of the church that such prayer would completely cure the disease. The court in deciding the case

held that the defendant did practice medicine within the meaning of the statute, but a new trial was ordered because the trial court in instructing the jury failed to recognize a clause in the statute excepting the practice of the religious tenets of any church. The reasoning in this case was followed in *People* v. *McTier,* 184 Ill. App. 635. In the recent case of *Crane* v. *Johnson,* 37 Sup. Ct. 176, the Supreme Court of the United States upheld the validity of a California statute regulating the practice of medicine, which specifically excepted "treatment by prayer" and the "practice of religion." In that case the person objecting to the statute did not pretend to use prayer in his treatment.

CONTRACTS—MUTUALITY.—Plaintiff and defendant entered into an agreement in writing whereby defendant, a manufacturer of sugar, agreed to sell, and plaintiff as a wholesale dealer in groceries, agreed to buy, all of plaintiff's "August requirements" of sugar at a fixed price. Sugar advanced in price. Plaintiff demanded of defendant an amount of sugar alleged to be the ordinary and normal quantity used by plaintiff for his trade. Defendant declined to deliver. *Held,* the contract was invalid for want of mutuality. *Jenkins & Co.* v. *Anaheim Sugar Co.,* 237 Fed. 278.

That the plaintiff's obligation to buy none of its "August requirements" from any person other than the defendant, was detriment to the promisee, and sufficient consideration to support the contract, the court agreed. The presence of consideration should furnish the only element of mutuality required. The court further declared that an agreement to buy and sell the requirements of an established business in which the use of the thing "required" is but incidental to the carrying on of the business itself is valid and should be upheld, but that invalidity results when the amount of the commodity to be purchased is determined by the mere wish, desire, or caprice of the purchaser. This distinction rests on no sound legal principle. The demand for "certainty," and for the elimination of "caprice" has probably resulted from two considerations, viz: the desire to simplify the question of damages, and the good policy of minimizing a large element of speculation which exists in such contracts. But the difficulty of ascertaining the damages of a breach can in no way touch the validity of the agreement, and if the state is to furnish the business sagacity which the parties lack, it should be offered by the legislature, not the courts. In a recent, and better reasoned, case involving the same question it was held that if the intention of the contract be clear, the mere uncertainty of the amount involved does not invalidate it. *Ramey Lumber Co.* v. *Schroeder Lumber Co.,* 237 Fed. 39. This is sound. It cannot be explained on principle how an option which results from the very terms of the contract, and for which there is admittedly sufficient consideration, can defeat the validity of the agreement.

CORPORATIONS—HOLDING STOCK IN LOCAL CORPORATION BY FOREIGN CORPORATION IS "DOING BUSINESS" IN THE STATE.—A Maine corporation owned practically all the stock of an Illinois corporation organized to sell life insurance. Under its Maine charter the corporation could not sell life insur-